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MONIQUE TILLIS

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MONIQUE TILLIS, an individual,  
  
Plaintiff,  
  
v.  
  
BOOZ ALLEN HAMILTON INC., a  
Delaware corporation; and DOES 1  
through 10, inclusive,  
  
Defendants.

Case No. 2:23-cv-02635-MEMF(ASx)  
*[Hon. Maame Ewusi-Mensah Frimpong]*

**PROTECTIVE ORDER**

Complaint Filed: March 7, 2023  
Trial Date: August 5, 2024

1           1.           A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated  
6 Protective Order. The parties acknowledge that this Order does not confer blanket  
7 protections on all disclosures or responses to discovery and that the protection it affords  
8 from public disclosure and use extends only to the limited information or items that are  
9 entitled to confidential treatment under the applicable legal principles. The parties further  
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order  
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5  
12 sets forth the procedures that must be followed and the standards that will be applied  
13 when a party seeks permission from the court to file material under seal.

14                   B. GOOD CAUSE STATEMENT

15           This action involves confidential and sensitive information related to government  
16 contracts, and proprietary work conducted pursuant to these contracts, in addition to other  
17 valuable commercial, financial, technical, and/or proprietary information for which  
18 special disclosure from public disclosure and from use for any purpose other than  
19 prosecution of this action is warranted. Such confidential and proprietary materials and  
20 information consist of, among other things, confidential government business, client  
21 work product, or financial information, information regarding confidential business  
22 practices, or other confidential research, development, or commercial information  
23 (including information implicating privacy rights of third parties), information otherwise  
24 generally unavailable to the public, or which may be privileged or otherwise protected  
25 from disclosure under state or federal statutes, court rules, case decisions, or common  
26 law. Further, the parties anticipate that Plaintiff's medical records, history and treatment  
27 will be part of discovery in this case. Accordingly, to expedite the flow of information,  
28 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,

1 to adequately protect information the parties are entitled to keep confidential, to ensure  
 2 that the parties are permitted reasonable necessary uses of such material in preparation  
 3 for and in the conduct of trial, to address their handling at the end of the litigation, and  
 4 serve the ends of justice, a protective order for such information is justified in this matter.  
 5 It is the intent of the parties that information will not be designated as confidential for  
 6 tactical reasons and that nothing be so designated without a good faith belief that it has  
 7 been maintained in a confidential, non-public manner, and there is good cause why it  
 8 should not be part of the public record of this case.

## 9 2. DEFINITIONS

10 2.1 Action: *Monique Tillis v. Booz Allen Hamilton Inc.*, United States District  
 11 Court for the Central District of California, Case No. 2:23-cv-02635-MEMF-A.

12  
 13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
 14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
 16 generated, stored or maintained) or tangible things that qualify for protection  
 17 under Federal Rule of Civil Procedure 26(c), and as specified above in the  
 18 Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
 20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or items  
 22 that it produces in disclosures or in responses to discovery as  
 23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
 25 medium or manner in which it is generated, stored, or maintained (including,  
 26 among other things, testimony, transcripts, and tangible things), that are  
 27 produced or generated in disclosures or responses to discovery in this matter.  
 28

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent  
 2 to the litigation who has been retained by a Party or its counsel to serve as an  
 3 expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action. House  
 5 Counsel does not include Outside Counsel of Record or any other outside  
 6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or other  
 8 legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
 10 this Action but are retained to represent or advise a party to this Action and  
 11 have appeared in this Action on behalf of that party or are affiliated with a law  
 12 firm which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,  
 14 employees, consultants, retained experts, and Outside Counsel of Record (and  
 15 their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
 17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support  
 19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 20 demonstrations, and organizing, storing, or retrieving data in any form or  
 21 medium) and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is designated  
 23 as "CONFIDENTIAL."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
 25 a Producing Party.

### 26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected  
 28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
2 Material; and (3) any testimony, conversations, or presentations by Parties or their  
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial  
5 judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in  
9 writing or a court order otherwise directs. Final disposition shall be deemed to be the later  
10 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and  
11 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
12 remands, trials, or reviews of this Action, including the time limits for filing any motions  
13 or applications for extension of time pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
16 Party or Non-Party that designates information or items for protection under this Order  
17 must take care to limit any such designation to specific material that qualifies under the  
18 appropriate standards. The Designating Party must designate for protection only those  
19 parts of material, documents, items, or oral or written communications that qualify so that  
20 other portions of the material, documents, items, or communications for which protection  
21 is not warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
23 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
24 to unnecessarily encumber the case development process or to impose unnecessary  
25 expenses and burdens on other parties) may expose the Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it  
27 designated for protection do not qualify for protection, that Designating Party must  
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           5.2 Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
4 must be clearly so designated before the material is disclosed or produced.

5           Designation in conformity with this Order requires:

6           (a) for information in documentary form (e.g., paper or electronic documents, but  
7           excluding transcripts of depositions or other pretrial or trial proceedings), that  
8           the Producing Party affix at a minimum, the legend “CONFIDENTIAL”  
9           (hereinafter “CONFIDENTIAL legend”), to each page that contains protected  
10          material. If only a portion or portions of the material on a page qualifies for  
11          protection, the Producing Party also must clearly identify the protected  
12          portion(s) (e.g., by making appropriate markings in the margins).

13          A Party or Non-Party that makes original documents available for inspection need  
14 not designate them for protection until after the inspecting Party has indicated which  
15 documents it would like copied and produced. During the inspection and before the  
16 designation, all of the material made available for inspection shall be deemed  
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
18 copied and produced, the Producing Party must determine which documents, or portions  
19 thereof, qualify for protection under this Order. Then, before producing the specified  
20 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
21 that contains Protected Material. If only a portion or portions of the material on a page  
22 qualifies for protection, the Producing Party also must clearly identify the protected  
23 portion(s) (e.g., by making appropriate markings in the margins).

24          (b) for testimony given in depositions that the Designating Party identify the  
25          Disclosure or Discovery Material on the record, before the close of the  
26          deposition all protected testimony.

27          (c) for information produced in some form other than documentary and for any  
28          other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the  
 2 legend “CONFIDENTIAL.” If only a portion or portions of the information  
 3 warrants protection, the Producing Party, to the extent practicable, shall identify  
 4 the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 6 designate qualified information or items does not, standing alone, waive the Designating  
 7 Party’s right to secure protection under this Order for such material. Upon timely  
 8 correction of a designation, the Receiving Party must make reasonable efforts to assure  
 9 that the material is treated in accordance with the provisions of this Order.

## 10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 12 confidentiality at any time that is consistent with the Court’s Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute  
 14 resolution process set forth in the Court’s Procedures and Schedules. see  
 15 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

16 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
 17 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
 18 harass or impose unnecessary expenses and burdens on other parties) may expose the  
 19 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
 20 the confidentiality designation, all parties shall continue to afford the material in question  
 21 the level of protection to which it is entitled under the Producing Party’s designation until  
 22 the Court rules on the challenge.

## 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 25 disclosed or produced by another Party or by a Non-Party in connection with this Action  
 26 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
 27 Material may be disclosed only to the categories of persons and under the conditions  
 28



described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party



1 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
 2 depositions that reveal Protected Material may be separately bound by the court reporter  
 3 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
 4 Order; and

5 (i) any mediator or settlement officer, and their supporting personnel, mutually  
 6 agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation that  
 10 compels disclosure of any information or items designated in this Action as  
 11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
 13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to issue  
 15 in the other litigation that some or all of the material covered by the subpoena or order is  
 16 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
 17 Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
 19 Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
 21 subpoena or court order shall not produce any information designated in this action as  
 22 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
 23 order issued, unless the Party has obtained the Designating Party’s permission. The  
 24 Designating Party shall bear the burden and expense of seeking protection in that court of  
 25 its confidential material and nothing in these provisions should be construed as  
 26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
 27 from another court.  
 28

1           9.       A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2                   PRODUCED IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a Non-Party  
4 in this Action and designated as “CONFIDENTIAL.” Such information produced by  
5 Non-Parties in connection with this litigation is protected by the remedies and relief  
6 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
7 Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce a  
9 Non-Party’s confidential information in its possession, and the Party is subject to an  
10 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
11 then the Party shall:

12                   (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement with a  
14 Non-Party;

15                   (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
16 Order in this Action, the relevant discovery request(s), and a reasonably specific  
17 description of the information requested; and

18                   (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within 14 days  
21 of receiving the notice and accompanying information, the Receiving Party may produce  
22 the Non-Party’s confidential information responsive to the discovery request. If the Non-  
23 Party timely seeks a protective order, the Receiving Party shall not produce any  
24 information in its possession or control that is subject to the confidentiality agreement  
25 with the Non-Party before a determination by the court. Absent a court order to the  
26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
27 court of its Protected Material.  
28

1           10.        UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
8 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
9 that is attached hereto as Exhibit A.

10          11.        INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11                    PROTECTED MATERIAL

12          When a Producing Party gives notice to Receiving Parties that certain inadvertently  
13 produced material is subject to a claim of privilege or other protection, the obligations of  
14 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
15 This provision is not intended to modify whatever procedure may be established in an e-  
16 discovery order that provides for production without prior privilege review. Pursuant to  
17 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
18 effect of disclosure of a communication or information covered by the attorney-client  
19 privilege or work product protection, the parties may incorporate their agreement in the  
20 stipulated protective order submitted to the court.

21          12.        MISCELLANEOUS

22           12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
23 to seek its modification by the Court in the future.

24           12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
25 Order no Party waives any right it otherwise would have to object to disclosing or  
26 producing any information or item on any ground not addressed in this Stipulated  
27 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
28 evidence of any of the material covered by this Protective Order.

1           12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
5 court, then the Receiving Party may file the information in the public record unless  
6 otherwise instructed by the court.

7           13.       FINAL DISPOSITION

8           After the final disposition of this Action, as defined in paragraph 4, within 60 days  
9 of a written request by the Designating Party, each Receiving Party must return all  
10 Protected Material to the Producing Party or destroy such material. As used in this  
11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected Material.  
13 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
14 a written certification to the Producing Party (and, if not the same person or entity, to the  
15 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
16 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
17 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
18 any other format reproducing or capturing any of the Protected Material. Notwithstanding  
19 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
20 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
21 deposition and trial exhibits, expert reports, attorney work product, and consultant and  
22 expert work product, even if such materials contain Protected Material. Any such archival  
23 copies that contain or constitute Protected Material remain subject to this Protective  
24 Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Catherine S. Feldman, certify that all other signatories listed, on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: September 28, 2023

/s/ Omid Nosrati

Omid Nosrati

Rene M. Maldonado

Shahran Kangavari

Attorneys for Plaintiff,

MONIQUE TILLIS

DATED: September 28, 2023

/s/ Catherine S. Feldman

Jamie C. Pollaci

Catherine S. Feldman

Attorneys for Defendant

BOOZ ALLEN HAMILTON INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 29, 2023

/ s / Sagar

Honorable Alka Sagar

United States Magistrate Judge

**EXHIBIT A****CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California on  
 \_\_\_\_\_ [date] in the case of *Monique Tillis v. Booz Allen Hamilton Inc.*, Case  
 No. 2:23-cv-02635-MEMF(ASx). I agree to comply with and to be bound by all the terms  
 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order. I further agree to submit to the jurisdiction  
 of the United States District Court for the Central District of California for the purpose of  
 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
 proceedings occur after termination of this action. I hereby appoint  
 \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone  
 number] as my California agent for service of process in connection with this action or  
 any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_